2: Gunn E-4 (no date) 1956 FF38 Katab FF38

nowhere any suggestion of specialization, each man generally making his own, with the possible exception of drums, which are often produced by men regarded more as ritual specialists than as craftsmen in wood. One of the chief occupations of women (apart from household duties) is petty trade, which, according to Meek, is carried on by the women on their own or their husbands' behalf. It takes the form of "the sale of excess supplies of millet and other crops, of firewood, and of beans. . ." For their weapons and tools and cloth, Katab appear to be largely, if not entirely, dependent on Hausa craftsmen in the area, for their pottery on their Ataka neighbours in Moroa Independent District. Hunting—in the absence of any considerable quantity of large game—is carried on rather as recreation (ritualized) than as an economic activity. Sylvan products in general—excepting palm-fibre and (if so classed) honey—are not exploited commercially to any extent, though both locust-bean and shea-nut trees are found in some quantity in the Katab tribal area.

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Land Tenure: Crops

According to Cole, the Katab have little, if any, spare land. "All land in their area is claimed by some individual or family as his or their farm or fallow." Land hunger has apparently not yet set in; land can still be obtained freely on loan if one's inherited lands are insufficient. To secure a loan, a man brews and offers a special pot of beer to a landowner with fields (or fallow) to spare, who will normally accept the "gift" and grant the loan. Cole notes that "whereas in the past loans would never be for a specific duration, nowadays a loan is made for a specific period either for one, two or three years, after which the borrower would be offered another field, if this were available. . ." Sale, pledging, leasing or renting, on the other hand, are unknown. The complete right of the user and the passing on of his right are acknowledged, but no transaction which would deprive relatives and inheritors of this right is recognized. Examination of all available evidence fails to reveal any basic qualitative difference between what is termed "family," and what is termed "individual" tenure.

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The extent of the average amount of land under cultivation appears to have remained more or less constant, at least since the Brice-Smith reassessment of 1922. He reported five acres as the average cultivated by the adult male: Meek reported the average acreage as "ranging from four to six"; Barnicott (1933) "the comparatively large area of eight acres" per family; Elliot (1943) "roughly an acre per adult male" in the "home farm" adjacent to the compound, "then, anything up to four miles away in the open country around the village," fields of undisclosed extent. Unfortunately, no figure for fallow per adult male is available.

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The figure of *c.* 4 acres per adult male appears to be low,[10] but, as already indicated, it is not to be regarded as evidence of over-population; it does tend, however, to corroborate all reports that the soil of the area is extremely fertile. In the "household garden," according to Elliot, the following crops may be grown; beans,[11] *gwaza*, sweet potatoes, cassava, maize, okra, *gauta* tomatoes, tobacco, *rama*

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[10] In the Birom Tribal Area of Plateau, where the soil is poor, Davies has estimated that three acres per adult factor (male or female, presumably) is minimal for subsistence. (Among the Birom, however, pressure on the land is, in some areas, extreme: at least two Birom Village-areas, and probably others, have in fact less than the minimum.) It may be noted that Brice-Smith reported the average acreage worked by the Hausa farmer in Zangon Katab District as four acres, that is, 20% smaller than the Katab average in 1922. This difference was attributed not to superior farming methods (especially since "those who can afford it hire pagan labour to till their plots") but to the fact that the Hausa domiciled in the District were primarily traders and craftsmen.

[11] Beans are, apparently, of some special significance. Early investigators declared them to be a staple crop, and the chief article of diet. It is the "home farm" or "household garden," apparently, which Meek designates "the women's bean gardens": "Every Katab woman has a farm of broad beans at the back of her hut grown on trellis-work. . . . Every married woman grows [beans] on her own account. With the proceeds of the sale of her beans a Katab woman usually adds to the number of her goats."

of the forms set out below. He could do no act which would deprive his descendants of their rights to enjoy the land. 425 427

29. This transaction is described above. It would appear to give the borrower of a field a somewhat better status in a dispute than mere loan (paragraph 31 below). Loan with pledge. 426

30. Exchange is a simple transaction arranged for the convenience of two parties. A will exchange a field with B in order to be nearer to his house. Exchange also takes place when A, having borrowed a farm from B, builds a house on it. In such cases B can claim from A a similar field from the latter's farm. The transaction involves no permanent change in the ownership of the rights of user, there is no payment of money or in kind and it is simply arranged as a matter of convenience. Exchange. 425 439

31. In the case of a loan of a field A will give to B, the owner, a chicken or the value of a chicken in money. He is then entitled to farm that field until the owner asks for it back. Whatever the size of the field or farm never more than one chicken is handed over. No time limit is put on the loan, the arrangement being terminable by either party at any time with the following exceptions:— Loan 426

(a) If the borrower builds a house on the land then he cannot be turned off until he chooses to leave. If he stays on, however, he must give to the lender, should the latter demand it, a field of similar size in in exchange (paragraph 30);

(b) once the farming season has started then the lender must permit the borrower to continue to farm the land for that season;

(c) if a man has built a house on a loaned farm he is entitled to continue farming for one season after he has removed his house. This is in exchange for the manuring the land will have received.

The distinction from the form of pledge referred to above, in paragraph 30, is that the chicken is not returnable whereas the goat is.

32. The proviso (a) in paragraph 31 above is of some interest in that it will be seen to recur, in varying forms, in all the tribal areas discussed in this report and even in the Hausa enclaves. The building of a house on a loaned or exchanged farm creates, in favour of the borrower, a special lien in that he cannot be turned off until he chooses to go. The theory behind the practice—which is recognised in a Kagoro proverb—is that a man will not loan a farm to another unless the latter is a friend and he wants to have him on [572]

426 the land. This being so the fact that the borrower is prepared to
572 build a house on the land and be somewhat more than a bird of passage is proof positive of the extent of the friendship and therefore something to be encouraged—a relic of the days when farmlands were plentiful and abundant and every addition to the male strength of the community was much sought after and welcomed.

425 33. Apart from the three transactions described above no other transactions affecting land appear to take place and if they do take place they would not be recognised by customary law. Individual tenure may have become firmly established; but this tenure is not absolute and is subject to definite customary restrictions and limitations.

The Authority in land matters

622 34. When living in their strongholds in the Kagoro hills, the
621 Kagoro had no single tribal chief. It would be extremely difficult, at this stage, to establish what, if any, the highest single socially cohesive unit might have been—clan, sept, kindred or family group. As pointed out in paragraph 21 above, however, this is of academic interest. Whatever may have been the unit in the past there
648 remains no discernible trace of it now. The district boundaries have
423 been established by the British Administration and so have the village unit boundaries; a District Head and Village Unit Heads
197 have been acknowledged and appointed and the unit is run as a tribal whole. There is evidence that parallel with the breakdown to individual tenure of the land there has been a definite development, by consent, in the new Tribal Authority's powers as regards land matters—the Tribal Authority in this case being the District Head acting with the advice and consent of his Elders. Whether or not this development is from within or a mere copying of neighbouring Emirate custom is hard to say. It exists and it is of equal interest to the development reported in paragraph 49 of Mr Rowling's Plateau Province Report, *i.e.*, " the recoil on to intensified control ". The following examples are pointers.

423 35. All farmable lands in the Kagoro district are allocated,
311 *i.e.*, are claimed by some person or persons as being lands originally cultivated by their own immediate ancestors and therefore inherited by them. This applies to ' bush ' as well as fallow. In the past, however, swamps and kurumis were considered as being of no use for farming purposes however useful they were as hiding places in
[197] the event of a raid. They remained communal. The introduction of rice and sugar cane cultivation has now altered matters. Swamp land can now be used. It is held that any member of the village unit within which the swamp lies has the right, without seeking permission from anyone, to take up such portions of the swamp as are sufficient for his needs. Any person from outside the village

unit, however, who wishes to take up a portion would have to seek the permission of the District Head. 423 311

36. Again, if a stranger comes into the district and lives there for a sufficiently long while to become accepted as one of the Kagoro themselves then he can be loaned land to build a house on by anyone who cares to lend him it. It is *loaned*, not given or sold. If, however, a stranger were to come to the district for the first time and wished to do the same thing the would-be lender would first of all have to obtain the District Head's consent. 609 423 426

37. There was an old site in the Agwan village unit formerly used by Railway Construction Workings. When the Railway Construction moved on to Kafanchan the Agwan villagers returned to the site. The site, however, was very convenient as a building site and the former District Head in consultation with his Village Heads decided to allocate it as such. This decision was accepted. More recently a farmer in the neighbourhood protested against a farm of his being so allocated for further plots. The Elders who were collected and consulted upheld the decision that the District Head was entitled to decide that the land should be used for this purpose and that custom would agree (cf. the Hausa proverb—*Gari ya kore gona*). Similar circumstances arose recently in the Kpak village unit where specific lands were 'set aside' by the District Head for Hausa and Ibo enclaves. They did not want indiscriminate settlement by outsiders and so decided to keep them fixed in a specific area. 631 622 623 423

38. It must be remembered that in no one of these circumstances could the District Head be said to have acted in accordance with his traditional powers. He is not a traditional entity. He has acted as representative of and in consultation with his Elders who are the representatives of tradition and who, by consent, have acted in novel circumstances as they would have acted traditionally. It is of great interest to note that these somewhat primitive people seem to be in the process of evolving "central powers" very similar to those accepted by customary law in the Emirates. Whether or not, as mentioned above, this is from within or a mere copying it is difficult to say. It must be remembered, however, that they are somewhat backward people. the Elders are very conservative, have a considerable say in matters and are very independent minded. It is fairly certain that the District Head could not move in such matters without their definite consent. 631 622 623 167 423 609

39. Though there appears to be a certain amount of intermingling by and absorption of non-Kagoro elements coming Immigration.

425 was no need for him to deprive himself or his descendants of the land he had inherited.

51. There would seem to be some link between this detail of the Jaba custom and the " pledge " of the Kagoro referred to in [177] paragraph 27. It may be that the former borrowed the idea, but perverted its practice. The divergence, however, seems to be beyond dispute. This custom is not acknowledged by the Kachia Jaba.

Pledge. 426 52. The normal form of pledge is practised, *i.e.*, in return for a specific sum of money A will hand over to B his farm. The transaction is terminated either by the borrower of the money returning the money and the lender giving back the farm or the lender claiming his money back and then giving up the farm. It is resorted to when the farmer is hard pressed to pay cash, *e.g.*, for tax or an expensive wife. The farm will be pledged for a sum of money so that immediate payment can be made, after which the farmer will go away to become a labourer and having accumulated sufficient money to repay the debt will then claim back his farm. This is somewhat different to the Kagoro ' pledge '. In the latter case the goat is the pledge for the farm. With the Jaba the farm is the pledge for a sum of money.

Loan. 53. This transaction is similar to that practised by the Kagoro. There is no payment either in money or kind. In this case, however, instead of the handing over of the token chicken there is an annual brewing of beer made from the crop reaped by the borrower of the farm and shared with the lender. This, however, is only expected when a good crop has been reaped. The arrangement is terminable at either party's wish. The borrower is expected to hand back the farm in as good condition as he receives it. It is a year to year transaction and a lender will not lend the same farm continuously to another for a sufficient number of years to allow his title to be compromised. The building of a house has the same implications as with the Kagoro except that on vacating the land the borrower would not be entitled to the further year's grace period.

423 426 54. It is paradoxical that so much loaning of land should take place when there is no superabundance of land. Three reasons are given for this:—

(i) if a farm were left uncultivated for about twenty-five years and some one else started to farm it the original holder and his descendants would be considered to have lost their title and could not sustain a claim. (This deviates from the Kagoro custom). If, therefore, a man had more land than he could conveniently use himself he would see to it that he had a succession of ' borrowers ' on it to keep it all under cultivation. He

4: Cole G-5 (1948) 1949 FF38 Katab FF38
Jaba

would not allow land to lie fallow for ten years even— 423 426
for fear of claim jumping;

(*ii*) even if left for two seasons a farm would become so hard and sunbaked that it would need a major operation to bring it back into cultivation;

(*iii*) if a farm were left unfarmed for a few seasons bush fires would destroy the economic trees and since the existence of economic trees is *prima facie* evidence of the land having been occupied an occupier would not wish to loose this evidence.

Economic trees.

55. The four economic trees are dorowa, attile, oil palm and bambami, the latter a shrub whose bark is used as a dye. The owner of a farm is entitled to the produce of all the economic trees on it— 422 245 even after he has loaned it or pledged it to another. No prescriptive rights in any particular trees seem to be recognised nowadays though it is recorded, in a Zaria file, that two men were once victimised for not taking attile nuts to the Village Head. It was stated in the Administrative Report that this was a survival of an old custom. There was a public announcement to the effect that this payment might go on as a gift but could not be *enforced*. There is no trace of it now.

P.C.J. 2051/34, page 89.

56. It will be seen that there is surprisingly little divergence [84] in custom or practice regarding land tenure in these two small independent districts. The pattern follows much of what has been described by Mr Rowling in his Plateau Report—apart from the complications met there caused by the tin mining industry.

PAGAN AREAS UNDER EMIRATE CONTROL
KACHIA DISTRICT

District organisation.

57. Before passing on to a pagan tribe wholly included in the Emirate it may be convenient to consider the remainder of the Jawaba who reside within the Emirate. They occupy the south and south-easterly portions of the Kachia district. This district 101 563 consists of the Hausa enclave of Kachia, from which the district is administered, and elements of the Kaje, Kadara and Kuturmi tribes.

Details are:—

Jabawa	10,589
Kadara	7,173
Hausa	2,994
Kuturmi	2,834
Kaje	798

[16]

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[p. 16]

423 593 worked would continue to belong to the farmer and his descendants no matter how long it may have remained unworked. It would not return to the ' pool ' unless all members of the family had died out.

Alienation sale. 425

65. Sale is not customary and would not be acknowledged—not even the restricted form of sale referred to in paragraph 49 above. There is no land hunger and the circumstances for sale do not exist, *i.e.*, a would-be buyer and exchange value for the land.

Loan. 426

66. The loaning of land is customary and is the same in its essential details as that described for the Kagoro with the substitution of the brewing and sharing of a pot of beer for the gift of a chicken. All lands occupied by the Kaje immigrants are loaned. The same rules regarding the building of a house apply—except that a two years' grace period is allowed here instead of the one year with the Kaje.

Pledge.

67. Pledging does not occur. Opinion would not regard it as being in accord with custom if it did.

[431] [427]

68. Gift, leasing or renting are unknown and would not be acknowledged by custom if they occurred.

Authority in land matters. 691 423

69. The normal procedure, both in the past and now, in the case of a farm dispute is for the claimant to a farm or part of a farm to hang up on a bush on the farm a bunch of " Kujemi " leaves. This ensures that the occupier will forthwith cease any work on the farm. He dare not do otherwise. The occupier would then report the matter to the kindred elders who would investigate the rival claims and give their decision. In past times this decision would be observed by both disputants, the elders if necessary giving the tribal oath or " tsafi " to the occupier of the farm. The challenger would have been obliged to accept the decision of the " tsafi " and remove the " Kujemi " leaves—providing, of course, the occupant had not been stricken dead by taking a false oath. Nowadays though most cases would still be settled by the decision of the kindred elders a disputant, if aggrieved by the decision of the elders, could refuse to have the oath given by them and have the matter settled by the Native Court instead. It is to be noted that in the past the elders of the Dun, Kudak, Chorr and Ngeh kindreds would have no say at all in the Wenyum kindred's land matters and *mutatis mutandis*. They would have the power now since representatives of each kindred sit on the Court. The extent to which each of the four kindreds would, in practice, interfere with the decision of the representatives of the fifth kindred is not known. There is, of course, nowadays,

Kaje	(*a*) Average number of adult males per household	3.0
	(*b*) Largest number of adult males per compound	10
Chawai	(*a*) Average number of adult males per household	3.0
	(*b*) Largest number of adult males per compound	13

77. The writer's own experience of the breakdown to individual tenure is that its extent is about half way between that found with the Kagoro and that found amongst the Jaba of the Kachia district. Farms run on the family basis are to be found side by side with farms run individually. Sub-division can take place before a father's death and a married son can demand and is given his individual share as with the Kagoro and Jabawa. Sub-division.

78. Sale, pledging, leasing or renting are not known. They would not be regarded as customary if they occurred. No actual case of its happening was discovered. The complete right of user and passing on of the right of user are acknowledged; but no transaction which would deprive relatives and inheritors of this right are acknowledged. Alienation.

79. Loan is widely practised. It is to all intents and purposes the same transaction as that described for the Kagoro with the substitution of the brewing and sharing of a pot of beer (cf. Jaba) for the gift of a chicken. The same rule as to the building of a house applies. It is of note, however, that whereas in the past loans would never be for a specific duration nowadays a loan is made for a specific period either for one, two or three years after which the borrower would be offered *another* field, if this were available, but in any case would have to leave the original field he had borrowed. There is no intention that loan shall compromise the original holder's title. Loan.

80. In one actual case investigated a man was farming a field close to one of his own and adjoining his house. Both this field and the land on which the house stood were borrowed land. He had inherited them from his father who had been loaned the land thirty years ago. The field was close enough to the house to be considered part of the home farm. For this reason the descendants of the original holder could not claim back the land. This fact and the fact that the land was loaned was admitted by both parties. So was the sequitur to the facts. The descendants of the original holder of the land knew, however, that the moment

426 the present occupier vacated or moved his house they could get the land back.

Authority in land matters.

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81. The Katab tribe appears to consist of three exogamous clans—Nyam, Ku and Baht. The first named is divided into four kindreds, the second is not divided and the third into three kindreds. The correlation of social units with territorial units was inconclusive. It would need more time than was available to establish the relationship—if any. It would appear, however, that at the present time neither the kindred nor clan elders claim the right to settle disputes. A farmer aggrieved by his father's division of the lands, for example, would complain to the village (kindred) elders who would try to effect or compromise. If they failed the matter would be brought up to the tribal elders who alone would be competent to insist that their decision be accepted.

82. The word insist has been deliberately used instead of enforce. The elders were at pains to point out that they would never require force to achieve their end. They would advise, then [626] coax or persuade; if that failed then social pressure would be exerted—ridicule, ostracism and, though it was not mentioned, probably a reminder of the potency of the " tsafi "—the tribal drum. At any rate in the end the disputants would accept the decision. And they had never known it to fail (cf. paragraph 69).

Unallocated lands.

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83. As mentioned in paragraph 72 the Katab have little, if any, spare lands. All land in their area is claimed by some individual or family either as his or their farm or fallow—as with the Kagoro. It is not apparent that land hunger has set in—yet. Land can still be obtained freely on loan if one's own inherited lands are insufficient. Some families, reduced by death and disease, have more than they can use and are quite willing to loan it. Indeed, some of the elders complained that nowadays there were insufficient people to farm the lands properly since, if a man had four sons two would probably go off to the Mission and having gone away would no longer be interested in farming but would go off into some other non-agricultural pursuit. Whatever truth there may be in this statement the fact remains that some farmers find it impossible to follow the normal farm and fallow rotation and so adopt the "shifting compound " cultivation. The home farms are occupied with the house in the middle of them thus ensuring that their fertility is kept up by constant manuring; the " bush " farm is worked till its productivity becomes dangerously low. The whole household then moves *en bloc* to the " bush " farm which then becomes the " home " farm and is brought back into good [360] fettle by manuring. The " home " farm has in the meantime become the " bush " farm—and so the process goes on. This